MULTIMEDIA UNIVERSITY

STUDENT IDENTIFICATION NO

MULTIMEDIA UNIVERSITY

FINAL EXAMINATION

T2, 2018/ 2019

BBC7104 – BUSINESS AND CYBER LAW

(MBA Full Time)

22 JANUARY 2019
9.00 a.m – 12.00 p.m
(3 Hours)

INSTRUCTIONS TO STUDENTS

1. This question paper consist of **THREE (3)** pages (including the cover page).

2. Answer **ALL FOUR (4)** questions.

3. Marks for each of the questions are given.

3. Please write all your answers in the **Answer Booklet** provided.

QUESTION 1

The Personal Data Protection Act 2010 is an important piece of legislation that will ensure greater protection for Internet consumers. Discuss the significance of the Act and the relevant provisions.

(Total Marks : 25 marks)

QUESTION 2

(a) Identify the appropriate cyber laws that an inventor needs to be aware of in order to avoid any infringement of intellectual property. Justify your answer by citing relevant statutory provisions.

(15 marks)

(b) Bess Sdn Bhd copied and forwarded third party's software to other staff. Does such forwarding constitute copyright infringement? In your answer be sure to specify which, if any, of the exclusive rights may have been violated by the act Bess Sdn Bhd.

(10 marks)

(Total Marks: 25 marks)

QUESTION 3

George a student from Syntex University was charged with using modified software to infect computers and create "ulatnet" virus that he exploited to obtain credit card and banking information. After victims downloaded the software, George gained control of their computers, allowing him to obtain credit card and banking information from the compromised computers. He also used the compromised computers to carry out an Internet attack on an online business in Cyberjaya, Malaysia. The users of those compromised computers were unaware that their computers had been turned into "ulatnet," they continued to use their computers to engage in online banking and purchases.

Discuss George's criminal liabilities by referring to the relevant Malaysia Cyberlaws.

(Total Marks: 25 marks)

Continued...

QUESTION 4

(a) Ahmad wrote to Bjorn on 1 June 2018 offering to sell to Bjorn his antique 15th century China vase for RM250,000. He further stated in the letter that if Bjorn did not reply the letter by 10 June 2018, he (Ahmad) would consider that Bjorn had accepted the offer. Bjorn did not reply the letter. Ahmad wishes to sue Bjorn for breach of contract.

Advise Ahmad on his chances of success. (10 marks)

(b) On 1 June 2018 Graham wrote to John offering to sell his prized Persian Cat for RM3000. The letter reached John on 3 June 2018. John immediately replied stating that was willing to pay RM2000 for it. Graham received this letter on 7 June 2018 but did not give any further reply. On 14 June 2018, John wrote to Graham accepting Graham's original offer .Graham now refuses to sell the cat to John. John wishes to sue Graham for breach of contract.

Advise John. (15 marks)

(Total Marks: 25 marks)

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